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ABSTRACT

The collective bargaining agreement between the Board of Trustees of Community College District No. 3 and the Olympic College Association for Higher Education is presented. This contract, covering the period from July 1, 1988 through June 30, 1991, deals with the following topics: bargaining agent recognition; a savings clause; association rights; nondiscrimination; faculty rights and benefits (e.g., academic freedom, personnel files, individual contracts, application of tenure, termination of employment, faculty screening procedure, faculty handbook, transportation compensation, copyrights and patents, facilities and support services, and due process); compensation; grievance procedures; no strike clause; recognition of rights and functions of the employer; and scope and duration of the agreement. Appendixes provide information on leaves, compensation, the faculty salary schedule, a supplementary salary schedule, workload standards, teaching academic employees, counseling academic employees, learning resources academic employees, reduction in force, and the procedure for granting tenure and for dismissal. (JMC)

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 3

AND THE

OLYMPIC COLLEGE ASSOCIATION FOR HIGHER EDUCATION AFFILIATED WITH THE WASHINGTON EDUCATION ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION

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JC 910 553

Bremerton, Washington

July 1, 1988 to and including June 30, 1991

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PREAMBLE

This Agreement is by and between the Board of Trustees of Community College District #3, hereinafter called the "Employer," and the Olympic College Association for Higher Education affiliated with the Washington Education Association (WEA) and the National Education Association (NEA), hereinafter called the "Association".

The term Employer used hereinafter shall mean the Board of Trustees or its lawfully designated representative(s).

ARTICLE I - RECOGNITION

Section 1. The Employer recognizes the Association as the exclusive negotiating representative for all academic employees employed by the Board for the purpose of exercising all rights accorded academic employee organizations by RCW Chapter 28B.52.

Section 2. The term academic employee shall be defined as those performing teaching, learning resources, or counseling functions consistent with Appendix B-5. Excluded are all other employees.

Section 3. It is agreed that this shall be the only Article of this Agreement applicable to academic employees listed below and that such employees shall not be covered by any other Article in this Agreement during its term:

> All Community Service and specially contracted academic employees shall receive an individual contract specifying compensation at the rate of a minimum of $14.50 per contact hour.

ARTICLE II - SAVINGS CLAUSE

It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found to be contrary to existing law, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

The provisions of this Agreement shall be subject to any future actions of or directions by the Legislature of the State of Washington. In the event of conflicts between the results of such actions and the provisions of this Agreement during its term, the former shall prevail.

ARTICLE III - ASSOCIATION RIGHTS

Section 1. Payroll Deductions. The Employer shall, upon written authorization of the academic employee involved, provide payroll deduction of Association membership dues for full-time academic employees. Such deductions shall be remitted to

the authorized Association Representative. The Employer agrees to provide, upon receipt of authorization from an academic employee, payroll deductions from the employee's salary for insurance plans, tax-sheltered annuities, credit unions, or other plans provided that such deductions are in accordance with state law and OFM regulations.

The Association agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Section provided such action has been authorized by the academic employee and such authorization has not been rescinded.

Section 2. Association/Employer Committee. Both parties agree that its representatives shall meet upon request at a mutually agreeable time, place, and date for the purpose of reviewing implementation of this Agreement and other areas of mutual concern. The meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss. Neither party shall have any control over the selection of the representation of the other party. It is agreed that neither party shall have more than four (4) representatives at such meetings. It is further agreed that nothing in this Section shall be construed to obligate either party to modify, limit, restrict, or reduce their rights or prerogatives as outlined elsewhere in this Agreement.

Section 3. The Association may post notices of activities and matters of Association concerns on bulletin boards provided such use shall not apply to any Association activity related to partisan political activities.

Section 4. The Association shall have the right to use Community College District #3's internal mail service and academic employee mail boxes for communications purposes. The Employer shall be reimbursed by the Association for any postage required.

Section 5. Rights of Faculty in Association.

(a) The Employer will not interfere with the legal right of academic employees to organize, join and support the Association for whatever purpose in which it may legally engage. The Employer agrees it will not discriminate against any academic employee because of membership in the Association, because of participation in any lawful activity on behalf of the Association, or because of any action taken within the duly established grievance procedure.

(b) The Association further recognizes its responsibility as bargaining agent and agrees to represent all academic employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 6. Sufficient copies of this Agreement shall be made available to the Association to allow it to distribute copies to all members of the unit.

Section 7. The Association and its representatives shall have the right to use buildings for meetings and to transact Association business, provided normal scheduling channels are followed and no additional cost is incurred by the College.

Section 8. The Association shall have the right to use facilities and equipment, including typewriters, duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall reimburse the Employer for use of such equipment and supplies at actual cost.

Section 9. To assist the Association in carrying out its representation responsibility, the Employer, upon request, shall furnish to the Association information in the same form and manner available to the general public. Such requests shall be in accordance with the public records policies and procedures of the District.

Section 10. The Association and its representatives shall have reasonable access during normal college hours to all District controlled facilities in which members of the bargaining unit work, provided there is no disruption to the normal operation of the College.

Section 11. The Employer agrees to provide to the Association, within the first thirty (30) days of each academic year, the names and location of assignment of all full-time members of the bargaining unit. A complete listing of all part-time employees by District facility (location) shall be provided to the Association quarterly.

Section 12. An Association representative or agent shall have the right to attend all regular or special meetings of the Board excluding executive sessions and to submit items for the agenda consistent with the bylaws and procedures of the Board.

Section 13. Notices of hearing conducted under the Higher Education Administrative Procedure Act shall be provided to the Association.

Section 14. A representative(s) of the Association may attend the Association Representative Assembly on contracted days. Such utilization shall not exceed a total of two (2) contracted days per year for the bargaining unit. No loss of pay shall be incurred nor shall any expenses be borne by the Employer.

ARTICLE IV - NONDISCRIMINATION

The parties agree that there shall be no discrimination against any academic employee because of race, sex, age, religion, color, ancestry, handicapped status, or veterans status in the administration or application of the terms of this Agreement. Processing of alleged violations of this Article through the applicable regulatory agency or through arbitration shall be the option of the employee. A decision by the employee to proceed with arbitration shall constitute a waiver of any rights to pursue another remedy.

ARTICLE V - FACULTY RIGHTS AND BENEFITS

Section 1. The Employer shall provide a faculty lounge equipped as mutually agreed.

Section 2. Each academic employee is entitled to freedom in the classroom in the discussion of the subject which that academic employee teaches. When the academic employee speaks or writes outside of the scope of Olympic College employment, the academic employee is free from institutional censorship or discipline and it is understood that the academic employee is not an institutional spokesperson.

Section 3. Personnel Files. Copies of materials in the official personnel files shall be confidential and shall be restricted for use to formal institutional meetings, normal administrative requirements, or when otherwise required by law. Academic employees shall have access to their own personnel file during normal working hours upon reasonable advance notification and/or may designate in writing a representative of their choice for such access. Academic employees shall be notified of any requests, either oral or written, for access to their personnel file other than those authorized under this Agreement. Material which would place an academic employee's employment in jeopardy may be placed in the individual's personnel file only after allowing the academic employee to read the material and append to it answers to any charges, complaints or statements involved. The academic employee shall then sign the materials. This signature indicates that the individual is aware that the material is being placed in the file.

Section 4. Individual Contracts.

(a) All academic employees who hold an appointment or who are employed without appointment on a part-time basis shall be issued an individualized contract prior to the beginning of each assignment period.

(b) The Employer shall provide such contracts to each full-time academic employee prior to the end of Spring Quarter of the preceding academic year. Certified mail shall be used in instances where an academic employee is on leave at the time contracts are issued, provided the academic employee has left a forwarding address prior to commencement of leave.

(c) Each individual academic employee who intends to return to employment in a tenured or probationary appointment shall so notify the Employer by signing the individual contract and returning it to the District President no later than fourteen (14) days after its issuance. Failure to return a contract on a timely basis shall mean such individual academic employee does not intend to return to the tenured or probationary faculty appointment and no longer desires to be employed by the District.

Section 5. Leaves of absence for academic employees shall be in accordance with Appendix A.

Section 6. The Employer shall contribute up to the maximum amount authorized by law and the State Employees Insurance Board for allowable group insurance plans for each full-time academic employee and part-time academic employee working

more than one-half time. Academic employees shall have the opportunity to self-pay such contributions during leaves without pay. All premiums in excess of the amount allowed by law shall be borne by the academic employee.

Employer insurance contributions shall be made for the full twelve (12) month period which shall include all summer months.

Section 7. Application of Tenure. The Association agrees that the ultimate authority to grant or deny tenure is vested with the Employer. The Employer agrees that any decision to grant or deny tenure which is contrary to the Probationary Review Committee recommendations shall be immediately disclosed to both the probationer and the applicable Probationary Review Committee. It is further agreed that any and all decisions relating to the awarding or withholding of tenure, as well as the non-renewal or renewal of individual contracts including all decisions relating to the dismissal or discharge of an academic employee, shall not be subject to the grievance procedure of this Agreement.

Section 8. Termination of Employment. Terminations of employment of academic employees shall be handled in a manner consistent with Appendix C and Appendix D. It is agreed that such provide a means for resolving disputes and that such disputes shall not be subject to the grievance procedure of this Agreement.

Section 9. Both parties agree that every reasonable effort shall be made to maintain safe working conditions. All academic employees shall follow safety rules and procedures as they shall be from time-to-time promulgated.

Section 10. Faculty Screening Procedure.

(a) Whenever newly created or existing full-time faculty positions are to be filled, the positions will be advertised appropriately both inside and outside the State of Washington. The Screening Committee shall work with the appropriate Dean to establish the qualifications desired for the position.

(b) (1) All full-time applications shall be screened by an ad hoc committee known as the Faculty Screening Committee consisting of the appropriate director, two academic employees of the division or discipline appointed by the appropriate Dean, and a representative of the Affirmative Action Committee appointed by the College Affirmative Action Officer. The director will consult with academic employees in the appropriate discipline/division regarding selection of academic employees to serve on the Committee.

(2) Such Committee shall elect a chair from among the members. Additional persons may be utilized by the Committee for resource purposes upon mutual agreement between the Committee and the appropriate Dean. Provided, however, the final recommendation to be submitted to the appropriate Dean shall be made by the four (4) members in a manner determined by the Committee.

(c) The Faculty Screening Committee will recommend candidates for each position to the appropriate Dean for acceptance or rejection. If all candidates are

rejected, the appropriate Dean and the Committee shall confer in order to determine the reasons for rejection. Thereafter, the screening process shall be repeated by the Faculty Screening Committee.

(d) The above provisions shall not apply to tenured individuals returning to a previously held position in the bargaining unit or to non-tenured individuals returning to a full-time position previously held in the bargaining unit within the last three (3) years.

Section 11. Handbook. Copies of the Faculty Handbook shall be supplied to all full-time academic employees in the bargaining unit. Modifications to the Handbook shall be supplied within a reasonable time. Copies of such handbook shall be made available upon request to part-time academic employees through the appropriate administrator and in the Campus Library.

Section 12. Transportation. Academic employees who are required by the Employer to use personal vehicles for transportation shall be compensated at a rate consistent with OFM regulations as they now exist or hereinafter may be amended.

Section 13. Copyrights and Patents.

(a) The ownership of any materials, processes or inventions developed solely by an academic employee's individual effort and expense shall vest in the academic employee and be copyrighted or patented, if at all, in the academic employee's name.

(b) The ownership of materials, processes or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.

(c) In those instances where materials, processes or inventions are produced by an academic employee with College support by way of use of significant personnel, time, facilities, or other College resources, the ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person designated by written agreement between the parties entered into prior to the production. In the event there is no such written agreement entered into, the ownership shall vest in the College.

Section 14. It is agreed that eight (8) academic employees (one (1) from each of the four (4) divisions, one (1) from the Student Center, one (1) from Learning Resources, one (1) from Counseling, and the Instructional Computing Coordinator) shall be included and serve on the Curriculum and Instruction Council.

Faculty representatives on the Curriculum and Instruction Council shall be elected by the faculty in their respective division or service area.

Section 15. Facilities and Support Services. Consistent with fiscal and budgetary limitations, the Employer shall:

(a) Continue to provide each full-time academic employee with office space, furniture and files.

(b) Continue to provide part-time academic employees appropriate consultation and work space.

(c) Continue to provide equipment and supplies as determined necessary to assist academic employees in the performance of their duties.

(d) Continue to provide academic employees with the key(s) to those facilities necessary for conducting and fulfilling their professional duties.

(e) Provide full-time academic employees, upon request, with institutional business cards for college business.

(f) Provide academic employees with designated on-campus parking during both day and evening assigned duty times in accordance with the fee schedule determined by the District.

Section 16. Due Process. No academic employee shall be disciplined (including oral warnings or oral/written reprimands or suspensions) without just cause. The specific grounds forming the basis for documented disciplinary action will be made available to the academic employee and the Association in writing. Any disciplinary action taken against an academic employee shall be appropriate to the behavior which precipitates the action.

An academic employee shall be entitled to have present a representative of the Association during the proceedings.

ARTICLE VI - COMPENSATION

Compensation for all academic employees shall be in accordance with the schedule and procedures contained in Appendix B.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. A grievance is hereby defined as an alleged violation by the Employer of the terms of this Agreement. An individual academic employee or group of academic employees shall have the right to present grievances and to have such grievances adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement and a representative of the Association has been given the opportunity to be present at such adjustment. Such grievances shall be handled in the following manner:

Step One

The grievant and the Association representative, if requested by the grievant, may orally present the alleged grievance to the appropriate immediate Supervisor and Dean. If the grievance is not adjusted orally, the grievance shall be reduced to writing, dated and signed by the employee and the Association representative, if any, involved and shall state the specific factual basis of the grievance, the provision or provisions of the Agreement involved, and

the remedy sought. The immediate Supervisor and Dean shall be given the written grievance and will note receipt of the same by countersigning and dating the original grievance and shall give a copy of the grievance to the Association representative. The Dean shall answer the grievance in writing within five (5) working days thereafter and shall concurrently send a copy of the grievance and the answer to the Association.

Step Two

If no settlement is reached at Step One, the written grievance may be submitted to the President or designated representative, provided it is filed with the President or designated representative not more than five (5) working days after it is answered in Step One. Representative(s) of the Association will be present at any meeting called to consider the grievance at this Step Two. The President or designated representative shall send the written answer to the Association within ten (10) working days. Such answer shall be deemed to be the final position of the Employer.

Step Three

If no settlement is reached at Step Two, the Association may in its sole discretion within five (5) working days after the date of the Step Two answer request by written notice to the Employer that the grievance be arbitrated, provided that the grievance presents an arbitrable matter as herein defined. The demand for arbitration shall be within twenty (20) working days of the Step Two answer.

Section 2. With respect to Section 1 of this Article, the following time limits are established. Any grievance not presented in writing as provided in Step One of Section 1 above within fifteen (15) working days after the occurrence of the event or the condition giving rise to the grievance shall be waived for all purposes. For purposes of this Article, working days shall be defined as contracted faculty working days pursuant to the Board-approved main campus calendar regardless of whether the grievant is actually assigned such days. In addition, if any other steps or actions provided for in Section 1 of this Article are not taken or appeals therein provided for not taken or filed or notice not given within the time limits therein specified, then the grievance shall be deemed finally closed and settled on the basis of the Employer's last answer unless both parties mutually agree to extend time limits.

Section 3. Matters subject to arbitration shall be referred to the American Arbitration Association under voluntary rules.

Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Agreement and which are presented to the Employer in writing during the term of this Agreement and which are processed in the manner and within the time limits herein provided shall be subject to arbitration.

Section 4. Jurisdiction of the arbitrator is limited to:

(a) Adjudication of the issues which under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and

(b) The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with the provisions of this Agreement; and

(c) The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement or any renewal or extension thereof; and

(d) The rendition of a decision or award in writing which shall include a statement of the reasoning and grounds upon which such decision or award is based; and

(e) The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and

(f) The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties unless waived by the parties.

(g) The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

(h) No arbitrator shall have the authority to remand an issue back to the parties for negotiations.

Section 5. The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Association and the employees affected consistent with the terms of this Agreement.

Section 6. Nothing in this Article shall be construed to preclude an academic employee from expressing concerns with regard to any item not covered by this Agreement through the normal administrative channels.

Section 7. It is the intent of the parties that the grievance procedure set forth herein shall be the sole and exclusive remedy to present and resolve grievances relating to the interpretation and application of the terms of this Agreement unless another method of review is provided herein.

ARTICLE VIII - UNINTERRUPTED INSTRUCTIONAL ACTIVITIES

The Employer and the Association agree that disputes which may arise between them shall be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all of its employees during the term of this Agreement and the Association agrees on behalf of itself and its membership that there shall be no strike or slowdowns during the term of this Agreement.

ARTICLE IX - RECOGNITION OF RIGHTS AND FUNCTIONS OF EMPLOYER

The management of the District and the direction of the work force is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

ARTICLE X - SCOPE OF AGREEMENT

Section 1. This Agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition this Agreement supersedes any rules, regulations, policies, resolutions or practices of the Employer which shall be contrary to or inconsistent with its terms.

Section 2. Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 3. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically stated in Articles II and XI, the Employer and the Association for the duration of this Agreement each voluntarily and unqualifiedly agrees to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

Section 4. Nothing contained herein shall be construed to deny or restrict any academic employee's rights and responsibilities which may be available under the laws of the State of Washington and of the United States or other applicable regulations.

Section 5. No individual contract offered to academic employees by the Employer shall be inconsistent with the terms and conditions of this Agreement.

Section 6. It is agreed by the parties that negotiations shall be conducted in good faith.

Section 7. Implementation of any salary adjustment provided for in this Agreement which is funded by general funds of the State of Washington shall be consistent with legislative appropriation and with any subsequent modification thereto.

ARTICLE XI - DURATION

Section 1. Commencement of Negotiations. Negotiations between the Employer and Association representatives for a subsequent agreement will commence no later than April 1, 1991. Both the Employer and the Association will submit written proposals at the initial meeting.

Section 2. The Association reserves the right to re-open Appendix B-1 (subsections 2(a), 2(c), 2(e)), B-2 and B-3 in the event the Legislature of the State of Washington authorizes and appropriates funds for such purposes not already contemplated by this Agreement.

Section 3. Dispute Resolution. In the event that a dispute occurs and an impasse results, the parties shall notify and request the services of the Federal Mediation and Conciliation Service.

This Agreement shall remain in full force and effect upon its execution to and including June 30, 1991. In the event that negotiations have not been concluded by June 30, 1991, the terms and conditions of this Agreement will remain in effect as mutually agreed to in writing by the parties.

Signed this 28th day of June 1988 At Bremerton, Washington.

FOR THE EMPLOYER

John L. Mitchell

FOR THE ASSOCIATION

Robert J. Duffy

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APPENDIX A

LEAVES

Section 1. Method of Accounting and Compensation for Illness, Injuries, Bereavement and Emergency Leave.

(a) Eligible Employees. Eligible employees shall include full-time academic employees.

(b) Two Accounts. Such leave accrued prior to July 1, 1981, by eligible employees shall be maintained in two separate categories, the first identified as a "compensation account" and the second as an "auxiliary account".

(c) Current Sick Leave Accumulation. Prior to July 1, 1981, one (1) day of entitlement earned during each month of employment shall be credited to the compensation account, and all days earned in excess of one (1) day for each month of employment during a calendar year shall be credited to the auxiliary account. Sick leave received on or after April 1, 1986, shall be at the rate of one (1) day per calendar month. The effective dates for computing sick leave accrual shall be:

(1) The first of the month of hire for individuals commencing employment between the first and the fifteenth of the month; or

(2) The first of the following month for individuals commencing employment between the sixteenth and the end of a month.

(3) Individuals completing employment on or before the fifteenth of the month shall not receive accrued leave for the month; those completing employment on or after the sixteenth shall receive the full monthly accrual credit.

(4) Part-time summer session faculty under full-time contract to the College the preceding three quarters will earn sick leave accrued between Spring and Fall Quarters in their compensatory account.

(5) Returning full-time academic employees who did not perform summer session assignments shall earn sick leave accrued between Spring and Fall Quarter in their auxiliary account.

(d) Previously Accrued Sick Leave. Employees with accrued sick leave under previous leave policies shall have such accruals divided between the two accounts so that no more than one (1) day per month of full-time employment shall be credited to the compensation account. Any sick leave days accrued in excess of one (1) per month shall be credited to the auxiliary account.

(e) Sick Leave Use. The first twelve (12) days of sick leave used each calendar year shall be drawn from the compensation account. In the event that more than twelve (12) days' sick leave have been used during the calendar year,

days in excess of twelve (12) shall be taken from the auxiliary account until depleted, following which further absence shall be taken from the previously accrued compensation account.

Days of sick leave used shall be the days that were accumulated last.

(f) Compensation for Unused Sick Leave. Eligible employees shall receive monetary compensation for accrued sick leave as follows:

(1) In January of each year, and at no other time, an employee whose year-end compensation account sick leave balance exceeds sixty (60) days may choose to convert sick leave days accrued in the previous calendar year (not to exceed one day per month), minus those used during the year, to monetary compensation.

No compensation account sick leave days may be converted which would reduce the calendar year-end balance in the compensation account below sixty (60) days.

Monetary compensation for converted compensable days shall be paid at the rate of twenty-five percent (25%) and shall be based upon the employee's current salary. "Current salary" shall mean the salary of an employee received for each full day of service, exclusive of supplemental pay for additional duties. The hours converted must be evenly divisible by four (25%).

(2) Eligible employees or their estates who separate from the District owing to retirement or death shall be compensated for their unused compensable sick leave accumulation at the rate of twenty-five percent (25%). Compensation shall be based upon the employee's salary at the time of separation. For the purpose of this subsection, retirement shall not include "vested-out-of-service" employees who leave funds on deposit with the retirement system.

(g) Transfer of Sick Leave. Sick leave accrued by eligible employees at other community college districts in the State of Washington shall be transferable to Community College District #3. Transferred sick leave credits become vested after completion of six (6) months of employment. Sick leave accrued by eligible Community College District #3 employees shall be transferable to other community college districts, to the State Board for Community College Education, to the State Superintendent of Public Instruction, to any educational service district, to any school districts, or to any other institutions of higher education in the State. Uncompensated sick leave accumulated by a Community College District #3 employee who resigns from the District shall be reinstated to such employee who returns to the employment of the District.

(h) Exclusions. Compensation for unused sick leave shall not be used in computing the retirement allowance; therefore, no contributions are to be made to the retirement system for such payments, nor shall such payments be reported as compensation for retirement purposes.

An employee who separates from the District for any reason other than retirement or death shall not be paid for accrued sick leave. Sick leave shall not accrue during sabbatical leave or leave of absence without pay.

(i) A physician's written statement must be filed with the personnel office verifying illness and recovery for all sick leaves in excess of five (5) consecutive days. Leave for illness, hospitalization or death of a member of the immediate family shall be subject to approval in writing by the appropriate Dean. Emergency leave shall be subject to approval in writing by the appropriate Dean.

Section 2. Special Leave (Noncumulative). Leave with or without pay not heretofore defined may be allowed up to a maximum of five (5) days, subject to prior written approval by the President.

Section 3. Court Leave (Noncumulative). Academic employees may be excused from their duties for jury service or for subpoena. Such academic employees shall be paid for their regular pay, less the fee received for acting as a juror or witness. Such leave shall not be deducted from any other leave to which the academic employee might be entitled.

Section 4. Leave of Absence. Leave of absence shall mean approved absence from duty without pay. Upon the request of a tenured academic employee, the Trustees may approve a leave of absence for up to two (2) years. The best interests of the College shall be a principal criterion in the approval of such leave.

(a) Untimely application for leave of absence will be adequate reason for refusal, but application by April 1 for leave to begin in September shall be considered timely.

(b) No sick leave benefits or longevity increment will be earned during leave of absence, but benefits previously earned shall not be reduced or forfeited.

(c) Notice of intent to return shall be given to the President in writing on or before March 1 of the leave year.

Section 5. Military Leave of Absence. (1) During the period that the Selective Service Act is in force, if any academic employee of the District shall be inducted into military service, or (2) if an enlisted person or officer in the reserve of any of the armed forces of the United States shall be called to active duty, that person shall be granted military leave of absence by the District. Said employees, upon being released from active duty in good standing shall, if they desire to resume employment with the District, report their desire for reinstatement not less than ninety (90) days prior to the beginning of the upcoming school year and upon being found capable and able to perform a faculty function shall be reinstated in a faculty position at the beginning of said school year.

(a) Military experience under the above clauses shall be credited to the salary schedule the same as faculty experience, one (1) year of military service equaling one (1) year's faculty experience up to a maximum of two (2) years.

(b) It shall be the policy of the District to reinstate an academic employee consistent with the applicable federal regulations regarding such matters.

(c) Sick leave shall not accrue during military leave of absence.

Section 6. Maternity Leave of Absence. A leave of absence without pay shall be granted for pregnancy or childbirth provided such leave is requested in writing in advance and shall begin at such time as determined by the individual and her physician.

Said leave shall not extend beyond ninety (90) calendar days after the actual termination of the pregnancy unless a physician's statement indicates a different period of leave is necessary to protect the employee's health.

Sick leave shall not accrue during the period of leave of absence without pay.

Section 7. Sabbatical and Retraining Leaves.

(a) General Information. Such leave may be approved for one, two or three quarters, consecutively or nonconsecutively, after the end of a six-year period of full-time contractual service as an academic employee of Olympic College. Leave appointees who are granted leaves of other than three consecutive quarters retain their remaining entitlement and may qualify for additional entitlement at the rate of one quarter for each additional two-year period of the full-time contractual service as an academic employee of the College.

(b) Sabbatical and Retraining Compensation. Compensation during such leave shall be computed at the rate of seventy-five percent (75%) of the appointee's full nine-month contractual salary for the year or portion of the year in which the leave is taken or the average salary of the top quarter of teaching faculty, whichever is less. Nine months' contractual salary shall be interpreted to include basic full-time contractual salary for a regular three-quarter school year. The aggregate cost of such leaves during any year, including the cost of replacement personnel, shall not exceed one hundred fifty percent (150%) of the cost of salaries which otherwise would have been paid to personnel on leave.

(c) Conditions. Sabbatical or retraining leave may be granted under the following conditions:

(1) The application and detailed plan including reasons for requesting such leave shall be submitted in writing to the College President and to a committee consisting of five (5) academic employees appointed by the Association (one from each division and one from learning resources/counseling) and one administrative appointment. By February 15 of the school year prior to taking leave, the committee shall review the applications and detailed plans. The committee shall submit in writing its recommendations along with the rationales for such recommendations to the President and the applicants. The President shall

transmit the committee's recommendations and rationales, along with the President's own recommendations and rationales to the Board by March 1. A copy of the President's recommendations and rationale shall be provided to the committee and the applicants prior to the regular March Board meeting. Grants of sabbatical leave shall be made at the regular March meeting of the Board of Trustees.

(2) When the Board of Trustees grants a sabbatical or retraining leave, the recipient shall sign a contract with the College specifying:

(a) the length of leave

(b) the amount of payment

(c) performance according to the approved leave plan while on leave

(d) the requirement that the recipient will return to Olympic College for at least one year

(e) written prior approval of any change in the approved plan must be made by the President.

(f) The recipient, upon return, shall submit a written report, including transcripts for courses taken where applicable, to the President within one (1) month to substantiate leave activities.

(g) Failure to comply with any of the items above will result in repayment of the amount of the salary stipend and benefits paid during such leave.

(3) Subsections (2)(d) and (2)(g) above shall not apply when an academic employee on sabbatical or retraining leave has been RIFed in accordance with the terms of this Agreement.

(4) The time spent on sabbatical or retraining leave shall be recognized as equivalent to time spent as an academic employee at Olympic College (excepting sabbatical or retraining leave entitlement and sick leave accumulation).

(5) The notice of the recipient's intent to return to the College shall be given to the President in writing on or before March 1 of the leave year. In case the leave is for less than a school year, the notification date of intent to return shall be specified in the contract.

(d) All sabbatical or retraining leaves require the approval of the Board of Trustees. The number of such leaves approved by the Board of Trustees shall not exceed the greater of twelve (12) quarters or four percent (4%) of the full-time faculty for the upcoming year. No such leaves may be granted for less than one quarter.

Section 8. Faculty Exchange Leave. An academic employee may be granted a leave for the purpose of exchanging work assignments with any qualified colleague at any appropriate institution in industry, education, government, or other place of employment. Such exchange requires that the academic employee's replacement at Olympic College be qualified to perform the employee's normally contracted duties or to perform another assignment having a higher priority need. While participating in such an exchange, the Olympic College academic employee shall officially continue as a full-time contracted employee and shall be treated as such in all respects by the Employer; e.g., maintaining position on the Salary Schedule, insurance, and retirement coverage, etc. Application for Faculty Exchange Leave shall be made to the President at least four (4) months prior to the initiation of the leave.

Section 9. Personal Leave. Full-time academic employees are eligible to use one (1) noncumulative personal leave day per instructional year. Such leave shall not be utilized on a contracted day immediately preceding or succeeding a holiday.

APPENDIX B-1

COMPENSATION

Section 1. Academic Employees Salary Schedule. See Appendix B-2, Faculty Salary Schedule. See Appendix B-3, Supplemental Schedule.

Section 2. Salary Provisions.

(a) Degree Supplement. Only one premium will be allowed in any one fiscal year.

A premium of five hundred dollars ($500) will be granted for an academic employee with a Master's Degree, a five-year vocational certificate, or Baccalaureate Degree and a professional license. A premium of one thousand dollars ($1000) will be granted for a Doctoral Degree.

(b) Movements. An academic employee may move to the right on the salary schedule a maximum of two (2) columns per year.

(c) Summer School. Pay will be calculated at eighteen percent (18%) of the full-time academic employee's rate (teaching on Main Campus) as specified in the most recent salary schedule for a full load. Pay for other loads will be calculated by multiplying the full load pay by the ratio of the load actually taught to the full-time load.

(d) Vocational Certification. One year certification on Column 1; three year certification on Column 2; five year certification on Column 3.

(e) Academic employees assigned and scheduled annual loads consistent with Appendix B-4 shall be deemed to be full-time. Academic employees shall be deemed to be part-time in all other instances. The part-time hourly rate shall be twenty-one dollars and ten cents ($21.10) per contact hour. Effective January 1, 1989, such rate shall be twenty-one dollars and seventy cents ($21.70). In addition to contact hours and related preparation required, part-time academic employees shall be required to attend orientation sessions as applicable, to be available to students at facilities made available by the Employer, and to maintain professional development appropriate to their particular activity. Part-time academic employees shall be paid for ten (10) contact hours for each lecture credit and twenty (20) contact hours for each laboratory credit assigned to the course or courses taught.

(f) PSNS Apprentice School academic employees shall receive compensation for all contracted days in excess of those specified in the Main Campus Instructional Calendar based upon the following formula:

$$\frac{1}{\text{number of main campus days}} \times \text{each contractual day in excess of the number of main campus days}$$

(g) Placement of Faculty.

(1) Academic employees with a Master's Degree and less than forty-five (45) quarter hour credits beyond their bachelor's degree will be placed in the BA+45 column. Academic employees with five-year vocational certificates or with a Bachelor's Degree and a professional license issued by the Washington State Board for Professional Licensing shall be placed in the BA+45 column. Academic employees with a doctorate and less than 145 credits beyond the Bachelor's Degree shall be placed in the BA+145 column. All academic employees placed in accordance with the provisions of the above shall be entitled to movement to the right on the basis of additional credits earned since (a) the effective date of the vocational certificate or professional license under which the academic employee was originally placed, or (b) the date of original placement in these columns, whichever is earlier.

(2) Part-time employees who are assigned the normal full-time load per week as defined in B-4 and perform other responsibilities of a full-time faculty member on less than an annual basis shall be compensated for such time in accordance with the full-time salary schedule on a pro rata basis.

(h) Date of the Bachelor's Degree. Credits are to be computed from the date of the Bachelor's Degree with the following exceptions:

(1) When a person has met all of the requirements for the Bachelor's Degree but does not receive the degree until a later date, any acceptable credits earned subsequent to completion of said requirements shall be allowed on the salary schedule.

(2) When, upon the advice or requirements of the particular institution, the individual has deferred acceptance of the degree until the completion of the fifth year, the credits completed during the fifth year shall be considered as credits beyond the Bachelor's Degree.

(3) In the case of an academic employee having more than one Bachelor's Degree, credits earned after the date of the first earned degree shall be counted on the salary schedule.

(i) Placement on the Salary Schedule. In the placement of an academic employee, the evaluation of experience in lieu of contracted full-time educational experience and of training in lieu of academic credits shall be the prerogative of the administration.

Section 3. Advancement on the Salary Schedule.

(a) Advancement on the salary schedule by acquisition of additional credits will be made once a year during fall quarter (or as otherwise mutually agreed herein). Documented proof of eligibility for advancement shall be presented for evaluation to the Personnel Office by October 1.

(b) All plans for professional self-improvement offered for advancement on the salary schedule shall normally require written prior approval by the Dean of Instruction or the Dean of Students. Copies of credit approval decisions made by the Dean of Instruction or Dean of Students will be placed in the personnel file of the academic employee involved.

(c) The Credit Evaluation Committee shall consist of five (5) academic employees appointed by the President of the Association and the appropriate Deans as ex officio members. The Credit Evaluation Committee shall review all plans for professional self-improvement except upper division and graduate courses and make recommendations to the appropriate Dean for consideration or prior approval of the plan. Such recommendation and salary schedule advancement shall be consistent with hypothetical salary schedule advancement guidelines.

(d) Maximum Advancement. A full-time academic employee may not earn more than fifteen (15) quarter hours of credit applicable to the salary schedule during a school year exclusive of credits earned during the summer session or while on an approved leave of absence.

Section 4. Responsibility for Transcripts. It shall be the individual academic employee's responsibility to provide an official transcript to verify credits earned.

Section 5. Salary Payments. Regularly contracted full-time academic employees may elect to receive their annual salary over ten (10) or twelve (12) months of the year beginning with the first payroll date of Fall quarter. Payroll dates and procedures will follow OFM regulations as they now exist or hereinafter may be amended.

Section 6. Calendars. Two Association representatives shall be members of the District Calendar Committee which shall submit recommendations to the President regarding calendars by January 30 of each year. The individual academic employee contract shall provide for 177 contractual days, including two individual contract days which are not incorporated into the regular academic calendar.

Section 7. Advancement pursuant to B-1 Section 3, B-2, and Step Increases pursuant to B-2 and/or B-3 are contingent upon Legislative authorization and funding.

APPENDIX B-2

OLYMPIC COLLEGE FACULTY SALARY SCHEDULE

Effective March 1, 1988

	1 BA+15	2 BA+30	3 BA+45 MA*	4 BA+65 MA+20	5 BA+85 MA+40	6 BA+105 MA+60	7 BA+125 MA+80	8 BA+145 MA+100 PhD**	9 BA+165 MA+120 PhD+20	10 BA+185 MA+140 PhD+40	11 BA+205 MA+160 PhD+60	12 BA+225 MA+180 PhD+80
	92	96	100	104	108	112	116	120	124	128	132	136
1	16322	17031	17741	18451	19160	19870	20580	21289	21999	22708	23418	24128
	97	101	105	109	113	117	121	125	129	133	137	141
2	17209	17918	18628	19338	20047	20757	21467	22176	22886	23596	24305	25015
	102	106	110	114	118	122	126	130	134	138	142	146
3	18096	18805	19515	20225	20934	21644	22354	23063	23773	24483	25192	25902
	107	111	115	119	123	127	131	135	139	143	147	151
4	18983	19693	20402	21112	21821	22531	23241	23950	24660	25370	26079	26789
	112	116	120	124	128	132	136	140	144	148	152	156
5	19870	20580	21289	21999	22708	23418	24128	24837	25547	26257	26966	27676
	117	121	125	129	133	137	141	145	149	153	157	161
6	20757	21467	22176	22886	23596	24305	25015	25724	26434	27144	27853	28563
	122	126	130	134	138	142	146	150	154	158	162	166
7	21644	22354	23063	23773	24483	25192	25902	26612	27321	28031	28740	29450
	127	131	135	139	143	147	151	155	159	163	167	171
8	22531	23241	23950	24660	25370	26079	26789	27499	28208	28918	29627	30337
	132	136	140	144	148	152	156	160	164	168	172	176
9	23418	24128	24837	25547	26257	26966	27676	28386	29095	29805	30515	31224
	137	141	145	149	153	157	161	165	169	173	177	181
10	24305	25015	25724	26434	27144	27853	28563	29273	29982	30692	31402	32111
	142	146	150	154	158	162	166	170	174	178	182	186
11	25192	25902	26612	27321	28031	28740	29450	30160	30869	31579	32289	32998
	147	151	155	159	163	167	171	175	179	183	187	191
12	26079	26789	27499	28208	28918	29627	30337	31047	31756	32466	33176	33885

$177.41 PER POINT - FULL TIME
$21.10 PER HOUR - PART TIME

*MA DEGREE - 5 YEAR CERTIFICATE, $500.00 PREMIUM
** DOCTORAL DEGREE, $1,000 PREMIUM

APPENDIX B-2

OLYMPIC COLLEGE FACULTY SALARY SCHEDULE

Section 1. Advancements pursuant to B-1, Section 3, and Step increases pursuant to B-2 above, shall become effective January 1, 1989 for the 1988-1989 academic year.

Section 2. Effective January 1, 1989, the above salary schedule shall be modified as follows:

(a) The schedule shall have nine vertical steps and twelve horizontal columns.

(b) Vertical steps shall be five percent (5%) of base.

(c) Horizontal steps shall be four percent (4%) of base.

(d) Base (100) shall be Step 1, Column 2.

(e) Transition onto the new schedule shall be in accordance with a control list initialed by the parties.

Section 3. The costs of advancements pursuant to Section 1, above, and the costs of transition pursuant to Section 2, above, shall be deducted from the salary appropriation for full-time faculty (exclusive of fringe benefits). The remaining amount shall be applied across-the-board to the new salary schedule effective January 1, 1989.

APPENDIX B-2

OLYMPIC COLLEGE FACULTY SALARY SCHEDULE

Effective January 1, 1989

	1	2	3	4	5	6	7	8	9	10	11	12
	BA+15	BA+30	BA+45 MA*	BA+65 MA+20	BA+85 MA+40	BA+105 MA+60	BA+125 MA+80	BA+145 MA+100 PhD**	BA+165 MA+120 PhD+20	BA+185 MA+140 PhD+40	BA+205 MA+160 PhD+60	BA+225 MA+180 PhD+80
	96	100	104	108	112	116	120	124	128	132	136	140
1	19,250	20,052	20,854	21,656	22,458	23,260	24,062	24,864	25,667	26,469	27,271	28,073
	101	105	109	113	117	121	125	129	133	137	141	145
2	20,253	21,055	21,857	22,659	23,461	24,263	25,065	25,867	26,669	27,471	28,273	29,075
	106	110	114	118	122	126	130	134	138	142	146	150
3	21,255	22,057	22,859	23,661	24,463	25,266	26,068	26,870	27,672	28,474	29,276	30,078
	111	115	119	123	127	131	135	139	143	147	151	155
4	22,258	23,060	23,862	24,664	25,466	26,268	27,070	27,872	28,674	29,476	30,279	31,081
	116	120	124	128	132	136	140	144	148	152	156	160
5	23,260	24,062	24,864	25,667	26,469	27,271	28,073	28,875	29,677	30,479	31,281	32,083
	121	125	129	133	137	141	145	149	153	157	161	165
6	24,263	25,065	25,867	26,669	27,471	28,273	29,075	29,877	30,680	31,482	32,284	33,086
	126	130	134	138	142	146	150	154	158	162	166	170
	25,266	26,068	26,870	27,672	28,474	29,276	30,078	30,880	31,682	32,484	33,286	34,088
	131	135	139	143	147	151	155	159	163	167	171	175
8	26,268	27,070	27,872	28,674	29,476	30,279	31,081	31,883	32,685	33,487	34,289	35,091
	136	140	144	148	152	156	160	164	168	172	176	180
9	27,271	28,073	28,875	29,677	30,479	31,281	32,083	32,885	33,687	34,489	35,292	36,094

$200.52 per point - full time
$ 21.70 per hour - part time

*MA Degree - 5 year certificate, $500 premium
**Doctoral Degree, $1,000 premium

APPENDIX B-3

OLYMPIC COLLEGE SUPPLEMENTARY SALARY SCHEDULE

Effective January 1, 1989

Activity	Base	Step 1	Step 2	Step 3	Step 4
Basketball	1927	2142	2356	2570	2784
Drama	1927	2142	2356	2570	2784
Instrumental Music	1927	2142	2356	2570	2784
Baseball	1927	2142	2356	2570	2784
Newspaper	1927	2142	2356	2570	2784
Vocal Music	1927	2142	2356	2570	2784
Volleyball	1927	2142	2356	2570	2784
Basketball Assistant	1445	1605	1762	1925	2089
Drama Tech. Assistant	1445	1605	1762	1925	2089
Baseball Assist. Coach	1445	1605	1762	1925	2089

Note: These positions are not subject to the tenure act and are temporary with no expectancy of continued employment. Supplemental contracts can only be issued to a maximum of one academic year.

ERIC Clearinghouse for Junior Colleges
DEC 31 1991

APPENDIX B-3

OLYMPIC COLLEGE SUPPLEMENTARY SALARY SCHEDULE

Effective September 1, 1987

Activity	Base	Step 1	Step 2	Step 3	Step 4
Basketball Coach	1849	2055	2260	2465	2671
Drama Advisor	1849	2055	2260	2465	2671
Instrumental Music Advisor	1849	2055	2260	2465	2671
Baseball Coach	1849	2055	2260	2465	2671
Newspaper Advisor	1849	2055	2260	2465	2671
Vocal Music Advisor	1849	2055	2260	2465	2671
Volleyball Coach	1849	2055	2260	2465	2671
Basketball Asst. Coach	1386	1540	1690	1847	2004
Drama Tech. Assistant	1386	1540	1690	1847	2004
Baseball Asst. Coach	1386	1540	1690	1847	2004

Note: These positions are not subject to the tenure act and are temporary with no expectancy of continued employment. Supplemental contracts can only be issued to a maximum of one academic year.

Section 1. Effective January 1, 1989, the Supplemental Salary Schedule shall be increased utilizing the full amount of dollars allocated for part-time academic employees (exclusive of fringe benefits) not otherwise used to fund the increase pursuant to B-1, Section 2 (e).

APPENDIX B-4

WORKLOAD STANDARDS

Section 1. Assignment. Within the limitations and guidelines recommended below, the assignment of equitable loads for all full-time faculty members is the responsibility of the appropriate Dean.

Section 2. Variables. The variables considered by Deans in assigning full-time loads include: class size, number of preparations, development of new courses, evening and off-campus classes, extracurricular assignments, academic advisory load, counseling assignments, learning resources assignments, types of classes, practicum, special projects, and availability of teaching assistants. Participation in practicum and special projects shall be voluntary and shall not be required as part of a faculty member's normal assignment. When ninety-seven and one-half percent (97.5%) or more of target Student Faculty Ratio has been reached in the prior year, not less than five (5) contact hours per year shall be allowed for these purposes for full-time teaching faculty. District use of contemporary contracting shall have a positive or neutral effect on state supported target Student Faculty Ratio.

Section 3. Basic Standards. The basic standard with which the above variables are measured shall be actual class contact hours, whether spent in lecture, recitation or laboratory; or counseling or learning resources assignment.

Section 4. Annual Basis. The full-time load shall be computed on an annual basis.

Section 5.

(a) Maximum Contact Workload Per Year.

Discipline Group	Annualized Contact Hours
Adult Education	
Adult Ed/Continuing Ed	90
Arts	
Music	56
Art, Drama, Photography	59
Business	
Lecture	50
Lecture/Lab	53
Communications	
English, Speech, Journalism	50
Counseling Faculty	37.5 hours/week
Food Service	90

Foreign Languages	50
Home and Family Life	
Early Childhood Education	50
Parent Education	75
Home Economics	75
Humanities/Social Science	
Humanities, Philosophy, Sociology, Anthropology, Education, Geography, History, Political Science, Psychology, Public Service	50
Learning Resource Faculty	37.5 hours/week
Mathematics	50
Natural and Physical Science	
Lecture	50
Laboratory	53
Nursing	60
Coordination	37.5 hours/week
Physical Education	55
Physical Education Self-Paced Exercise	90
Systems Mode	95
Technical Programs	
Engineering, Computer Science, Electronics, Medical Assisting	53
Professional Programs	
Administration of Justice, Fashion and Retail Marketing, Fire Command	55
Trades	
Automotive, Electrical, Machine Technology, Plumbing, Residential Construction, Sheetmetal, Trades and Industry, Welding	80

(b) PSNS Apprentice School.

Weekly contact hours for English at 16.7 and all other disciplines at 21.7 are typical but vary from cycle to cycle within the year. Tutorial hours will vary depending on student needs but are expected to average between 5 and 10 per week in addition to office hours covered elsewhere in this Agreement.

Section 6.

(a) Assignments in excess of the maximum annual hours shall be on a voluntary basis and shall be compensated at the current part-time hourly rate.

(b) All academic employees shall be provided a copy of verifiable student enrollment figures and detailed student faculty ratio calculations on a quarterly and annual basis.

(c) A copy of the tenth-day enrollment figures for the entire College will be provided to the Association President quarterly as soon as the information becomes available.

(d) Consistent with scheduling requirements, every reasonable effort will be made in the assignment of full-time academic employees to provide duplicate course sections when available.

Section 7. Part-Time Employment. The Employer agrees to make available prior to the start of each quarter a listing of all part-time employment opportunities which shall include the class offerings and their respective times. In making such assignments, the Dean shall take into consideration the qualifications of the applicant and the best interests of the students and the College. Full-time employees filling such assignments as determined by the Dean shall be paid the part-time rate for each contact hour beyond the maximum annual load.

Section 8. Evening classes after 4:30 p.m. shall be assigned as part of a full-time academic employee's workload only when such assignment is required to reach the maximum workload of the academic employee and no appropriate day-time assignment is available.

Section 9. Full-time faculty members shall not be required to substitute or guest lecture as part of their normal assignment. Payment for such activities shall be in accordance with the part-time rate of pay provided such activities are assigned and authorized in advance by the Dean or designee.

Section 10. In computing excess hours (above "hours worked per week") for overtime purposes for learning resources faculty, counseling faculty, and coordination time, contact hours will not be used, rather the employees will receive payment at the part-time hourly rate under the following conditions:

(a) When the employee has an additional teaching assignment and such assignment is approved by the appropriate Dean.

(b) When the employee is assigned excess hours which are beyond those customarily performed pursuant to Appendix B-5.

APPENDIX B-5

TEACHING ACADEMIC EMPLOYEES

The teaching academic employees report directly to the appropriate Director, Coordinator or supervisor.

Duties

1. To provide effective individual and group instruction for students.
2. To assist in planning, developing and improving curricular offerings.
3. To teach courses in accordance with course syllabi, college catalog and schedule of classes.
4. To assist students in the learning process by using all appropriate facilities, materials and educational technologies available to enhance the teaching process.
5. To assist in the process of guiding and advising students in their courses and program planning.
6. To maintain accurate records of students and complete forms as required.
7. To maintain a minimum of five (5) office hours per week for student consultation.
8. To meet regularly with instructional staff and serve on appropriate committees.
9. To submit to the appropriate supervisor an outline or syllabus of each course taught.
10. To submit an accurate inventory of supplies and equipment as required.
11. To refer to counselors students with problems which need special attention.
12. To perform other professional duties as requested or assigned by the appropriate Director, Coordinator or supervisor.

Appendix B-5

COUNSELING ACADEMIC EMPLOYEES

The counseling academic employees report to the Director of Counseling and Testing.

Duties

1. To facilitate the personal, vocational and educational decision-making of students.

2. To administer and interpret individual and group psycometric devices.

3. To provide individual and group counseling.

4. To provide current vocational and educational information for career planning and for future educational experiences.

5. To evaluate student records and experiences.

6. To work with community agencies, schools, civic groups and individuals in meeting student needs.

7. To assist students with admissions, registrations, transfer, withdrawal, schedule changes and advising.

8. To inform the public throughout the district by speaking about programs and services available through the college.

9. To provide appropriate information on college programs, services and student characteristics which facilitate institutional planning and service to students.

10. To assist instructional faculty and administration with planning and developing courses and programs.

11. To select a counseling academic employee to serve on the Curriculum and Instruction Council and the Student Services Council.

12. To accept student referrals from faculty and administrators and to refer students to other agencies when appropriate.

13. To serve on appropriate committees.

14. To maintain records of contacts with students and complete forms as required.

15. To perform other professional duties as requested or assigned by the Director of Counseling and Testing.

Appendix B-5

LEARNING RESOURCES ACADEMIC EMPLOYEES

The learning resources academic employees report to the Director of Learning Resources.

Duties

1. To provide learning resources services to the college community in a variety of print and non-print forms.
2. To perform bibliographic searches for information.
3. To select, catalog and process print and non-print materials.
4. To provide reference services to patrons.
5. To produce resource materials required for instructional and student programs.
6. To maintain records and inventories of materials and equipment.
7. To circulate materials and equipment to patrons.
8. To advise patrons of new materials, equipment and educational technologies as they become available.
9. To provide patrons with individual and group instruction in the use of materials and equipment.
10. To serve on appropriate committees and complete forms as required.
11. To perform other professional duties as requested or assigned by the Director of Learning Resources.

APPENDIX C

PROCEDURE FOR GRANTING TENURE AND FOR DISMISSAL

Section 1. A system of tenure shall be maintained in accordance with the following statutory requirements as they now exist or hereinafter may be modified: RCW 28B.50.851; 28B.50.852; 28B.50.855; 28B.50.856; 28B.50.857; 28B.50.860; 28B.50.867; 28B.50.869; 28B.50.870.

Section 2. In administering the provision of Section 1 above, the following conditions shall apply:

(a) Selection of the Tenure Review Committee.

(1) A tenure review committee shall be established for each probationer. The committee shall be responsible for the probationer until the individual is either granted tenure or is no longer employed within Olympic College. If a vacancy occurs during the terms of service of the tenure review committee members, the Dean of Instruction or Dean of Students will call a special election within two (2) weeks to fill that position.

(2) The Dean of Instruction or Dean of Students shall be responsible for the establishment of each tenure review committee which shall normally begin functioning no later than four (4) weeks after the day that the probationer has begun faculty duties.

(3) Each tenure review committee shall be composed of five (5) members. Three members representing the teaching faculty on each review committee shall be elected by a majority of those in attendance at an all-faculty meeting held for such purpose. A student representative shall be appointed by the President of the Associated Students of Olympic College. The fifth member shall be the administrator directly responsible for the area to which the probationer is assigned.

(b) Evaluation of the Probationer. A probationer who disagrees with the tenure review committee's recommendation shall be given an opportunity to challenge it before the College President.

(c) Final Action on Tenure.

(1) The final decision to award or withhold tenure shall rest with the Board of Trustees after it has given reasonable consideration to the recommendations of the tenure review committee and reasonable consideration to the recommendation of the College President. Any recommendations of the tenure review committee and the President shall be advisory only and not binding upon the Board of Trustees.

(2) A probationer who is not to be retained must be informed.

(3) If the probationer is dismissed prior to the expiration of the probationary appointment, the case shall be considered by the dismissal review committee in accordance with the laws of the State of Washington and the dismissal policy of Olympic College.

(d) The regular college year in all instances shall be deemed to begin with the first Fall Quarter (PSNS Apprentice School - September 1) regardless of the quarter in which the probationer begins employment.

Section 3. Basis for Dismissal. A tenured academic employee shall not be dismissed or RIFed from appointment except for sufficient cause, nor shall an academic employee who holds a probationary faculty appointment be dismissed or RIFed prior to the dates established in the written terms of appointment except for sufficient cause.

Section 4. Procedure for Dismissal.

(a) A Dismissal Review Committee created for the express purpose of hearing dismissal cases shall be established and shall be comprised of the following members:

(1) The President shall select one member and an alternate;

(2) Three academic employees and three alternates shall be chosen by the Association by a district-wide election;

(3) The ASOC shall choose a student representative and an alternate;

(4) The Dismissal Review Committee will select one of its members to serve as chair.

(b) Charges. If the President deems sufficient cause exists, a formal charge will be brought against the employee affording an opportunity for a formal hearing after not less than ten (10) days' notice. The notice shall include:

(1) A statement of the time, place, and nature of the proceeding;

(2) A statement of the legal authority and jurisdiction under which the hearing is to be held;

(3) A reference to the particular rules of the District involved;

(4) A short and plain statement of the matters asserted. If the District is unable to state the matters in detail at the time the notice is served, the initial notice may be limited to a statement of the issues involved. Thereafter, upon request, a more definite and detailed statement shall be furnished.

Copies of such notice will go to the appropriate Dean and the Chair of the Dismissal Review Committee.

(c) Such formal hearing shall be held in accordance with, and in full compliance with, RCW 28B.19.120, 28B.19.130, and 28B.19.140 as they now exist or hereinafter may be modified. Provided, however, implementation of 28B.19.120 shall always involve a hearing officer appointed by the Board of Trustees.

(d) Consideration by the Dismissal Review Committee:

(1) The designated hearing officer shall conduct a formal hearing pursuant to RCW 28B.19.120, 130 and 140 as now or hereinafter amended. The Dismissal Review Committee shall attend all hearings and at the discretion of the hearing officer shall examine any witness called.

(2) Briefs, if any, shall be submitted to the hearing officer within fifteen (15) days of the close of the hearing. The hearing officer shall make proposed findings of fact. The hearing officer shall transmit the record, including the proposed findings of fact, to the Board of Trustees within thirty (30) days of the conclusion of the hearing.

(3) The Dismissal Review Committee, based upon evidence presented at the hearing, shall simultaneously transmit a recommendation to the Board of Trustees.

(4) The Board of Trustees shall adopt findings of fact and shall render a decision based upon the record. In rendering such decision, the Board shall give careful consideration to the recommendations of the Dismissal Review Committee.

(e) The hearing shall be closed. Interested parties, including but not limited to academic employees and students, will be given an opportunity to present evidence.

(f) Consistent with RCW 28B.50.864, appeals from the final decision of the Board of Trustees shall be in accordance and full compliance with RCW 28B.19.150. Such appeal, if any, shall not act as a stay to the decision of the Board of Trustees.

(g) Suspension of academic employees by the President during the administrative proceedings involving them (prior to the final decision of the Board of Trustees) is justified if immediate harm to the academic employees or others is threatened by their continuance. Any such suspension shall be with pay.

(h) Except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the academic employees, the Dismissal Review Committee, administrative officers, or members of the Board of Trustees until all administrative proceedings and appeals have been completed.

APPENDIX D

REDUCTION IN FORCE

Section 1. The appointing authority shall be deemed to have the authority to terminate the contract of any tenured or probationary employee because of reduction in force. Sufficient cause for reduction in force shall mean either of the following:

(a) Elimination or reduction of financing or elimination or reduction of program(s), or

(b) State Board for Community College Education declaration of financial emergency pursuant to Laws of 1981, ch. 13, para. 1 under the following conditions:

(1) reduction of allotments by the Governor pursuant to RCW 43.88.110(2), or

(2) reduction by the Legislature from one biennium to the next or within a biennium of appropriated funds based on constant dollars using the implicit price deflator.

Section 2. Reduction-in-Force Units.

(a) The following District layoff units are hereby established:

Administration of Justice
Adult Education
Anthropology
Apprentice School - Drafting
Apprentice School - English
Apprentice School - Mathematics
Apprentice School - Science
Art
Astronomy
Automotive - Body
Automotive Technology
Biology
Business and Economics
Chemistry
Computer Science
Computer Science - Occupational
Continuing Education
Counseling
Drafting
Drama
Early Childhood Education
Education
Electricity
Electronics
Engineering
English
Fashion & Retail Marketing
Fire Command Administration
Food Service
French
Geography
Geology
German
History
Home Economics
Humanities
Instruct. Computing Coordination
Journalism
Learning Resources Center/Library
Learning Resources Center/Media
Machine Technology
Management
Mathematics
Medical Assisting
Meteorology
Music

Nursing	Psychology
Office Occupations	Public Service
Parent Child Cooperative Educ.	Real Estate
Philosophy	Residential Construction
Photography	Sheet Metal
Physical Education	Sociology
Physical Science	Spanish
Physics	Speech
Plumbing	Trades and Industry
Political Science	Welding

Additional RIF units may be created in accordance with program additions or by mutual agreement between the District and the Association.

(b) The Dean of Instruction or the Dean of Students shall annually assign each full-time academic employee to the appropriate unit(s), ranked in accordance with the seniority procedures defined herein. These lists shall be published and distributed to academic employees on or before November 10 of each year. Any disputes regarding reduction in force unit assignment(s) shall be consolidated by the Association President and submitted to expedited arbitration utilizing the American Arbitration Association within fifteen (15) calendar days of the publishing of the list. Costs of such arbitration shall be borne equally by the Association and the District.

(c) An academic employee qualifies for assignment to any reduction in force unit in which one-third or more of the employee's current assignment(s) are performed. In addition, an academic employee may qualify for reduction in force units based on the following criteria:

(1) The employee possesses a Bachelor's degree or equivalent (45 quarter credits) in the discipline, or

(2) The employee has taught representative courses in the additional unit within the last three (3) academic years, or

(3) The employee has a major in the discipline or a Master/PhD minor as identified by the graduating institution, or

(4) The employee has sufficient qualifications for vocational certification in the unit.

(d) An academic employee may be assigned to no more than two (2) reduction in force units total. Rights to these reduction-in-force units may be claimed by academic employees in October of each academic year.

Section 3. Implementation of Reduction in Force.

(a) If the number of academic employees is to be reduced, the President shall decide in the case of each affected unit what course offerings, programs and/or other services are most necessary.

In making decisions on reductions, the President shall consider, but is not limited to the following factors:

(1) All offerings in each affected unit and the need for the offerings to meet degree and transfer requirements.

(2) The goals and objectives of Olympic College.

(3) Information concerning academic employee vacancies occurring through retirement, resignation, sabbatical, and leave of absence.

(4) The enrollment and the trends in enrollment and their effect upon each unit.

(b) Order of RIF. Once the President determines the number of academic employees to be reduced in each unit, the President shall observe the following order of reduction:

First - Full-time probationary employees in order of least seniority.

Second - Full-time tenured employees in order of least seniority.

The above order and/or application of seniority may be interrupted in the event that:

(1) Strict adherence to it would result in no qualified individual being available to fully perform the duties of remaining courses or support services,

(2) Strict adherence would result in a regression in the Affirmative Action commitments of the District.

(c) Initial Procedures.

(1) When the President determines that a reduction in force is necessary based upon Section 1(a) above, and has selected the affected academic employee(s) to be reduced, the initial step shall be for the President to meet with the affected employee and discuss the proposed reduction in force with the individual in personal conference which shall be an informal proceeding for purposes of RCW 28B.19. The matter may be resolved at this step by use of alternatives such as reassignment, leave of absence, retirement, resignation, etc.

(2) When the Board of Trustees determines that a reduction in force is necessary for the reasons set forth in Section 1(b) above, the President shall select the affected academic employee(s) to be reduced and meet with the individual in personal conference, which shall be an informal proceeding for the purpose of RCW 28B.19., to discuss the proposed reduction in force. The matter may at that time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc.

(3) The Association shall be notified in writing at least one work day prior to all meetings held pursuant to (c)(1) or (2) above.

Section 4. Seniority.

(a) Seniority shall be determined by establishing the date of the signing of the first full-time contract for the most recent period of continuous full-time professional service for Olympic College which shall include leaves of absence, sabbatical leaves, and periods of RIF. (This shall include professional services for the Bremerton School District prior to July 1, 1967 if assigned to Olympic College.) The longest terms of employment as thus established shall be considered the highest level of seniority. In instances where academic employees have the same beginning date of full-time professional services, seniority shall be determined in the following order:

(1) First date of the signature of a letter of intent to accept employment,

(2) First date of application for employment.

(b) In the case of an academic employee moving to an administrative position, seniority shall remain at the same level as when the academic employee moved to an administrative post. If the same employee returns from administration to full-time academic assignment, seniority shall continue from the level the employee had reached when he/she moved to the administrative post. These provisions shall not be applicable to individuals who moved to an administrative post prior to March 25, 1986.

(c) An academic employee who is RIFed from one unit and who is a member of another RIF unit shall be placed within that second unit and RIF shall, if necessary, take place in that second unit on a seniority basis.

Section 5. Appeal Rights. An employee, upon receipt of the President's letter of intent to recommend RIF, shall be afforded appeal rights defined in Appendix C, Section 4, consistent with the following conditions:

(a) If any member of the Dismissal Review Committee is potentially affected by the recommendation to be submitted, an alternate member shall be utilized.

(b) In the case of a RIF for the reasons set forth in Section 1 above, the statement required by Appendix C, Section 4, shall clearly indicate that separation is not due to the job performance of the academic employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for RIF as one or both of the conditions set forth in Section 1 above. The notice must also indicate the effective date of separation from service.

(c) In the case of a RIF for reasons set forth in Section 1(b) above, at the time of an academic employee's request for formal hearing, said employee may ask for participation in the selection of the hearing officer, as provided by RCW 28B.50.873, provided that where there is more than one academic employee

affected by the Board of Trustees' RIF, such academic employees must act collectively in making such request; provided further, that costs incurred for the services and expenses of such hearing officer shall be shared equally by the District and the academic employee(s) requesting the hearing.

(d) The responsibilities of the hearing officer shall be completed within ten (10) calendar days in the case of RIF for the reasons set forth above.

(e) The responsibilities of the Dismissal Review Committee shall be completed within seven (7) calendar days in the case of a RIF for the reasons set forth above.

(f) The hearing officer shall consolidate individual RIF hearings into a single hearing. The only issue to be determined shall be whether the particular academic employee(s) advised of severance is the proper one to be terminated.

(g) In the case of a RIF for reasons set forth in Section 1(b) above, failure to request a hearing within ten (10) calendar days after issuance of the notice shall cause separation from service on the effective date stated in the notice, regardless of the duration of any individual contract. In the case of a RIF for reasons set forth in Section 1(b) above, the formal hearing shall be concluded by the hearing officer within sixty (60) calendar days after written notice of the RIF has been issued to the affected academic employee(s).

(h) Except in instances covered by 5(g) above, the effective date of the reduction in force shall be the end of the academic quarter in which the Board of Trustees makes the final determination.

Section 6. Recall Rights. Tenured employees who have been RIFed as a result of this Appendix shall have the right to be recalled.

(a) Recall shall be in reverse order of RIF by unit to an employee position (either a newly-created or vacant full-time position), provided the employee is qualified to perform the needed duties of such position.

(b) The period of recall shall extend three (3) years after the effective date of RIF, provided that the academic employees have provided the District with a written statement notifying the District of their desire to be considered and current address each six (6) months after RIF.

(c) Full-time tenured academic employees who have been RIFed will retain all accrued benefits, such as sick leave and seniority. Upon recall they shall be placed at least at the next higher increment on the salary schedule than at the time of RIF and will retain their tenured status.

(d) New hires shall not be employed to fill full-time academic employee vacancies unless there are no qualified academic employees on the applicable RIF unit recall list(s) to accept the vacancies.

(e) Academic employees on recall shall have the first right of refusal to any part-time assignments in their own RIF unit(s); provided, failure to accept such assignment shall not alter recall rights to full-time vacancies otherwise established; and further provided that nothing herein shall require the District to consolidate part-time positions into a full-time position. Conflicts between full-time academic employees over right to part-time assignments shall be resolved by the application of seniority. In the instances where a full-time academic employee is on recall status, the number of part-time assignments, if any, made in the applicable RIF unit shall not be increased over the number in existence at the time of RIF to the equivalent of a full load or more.

(f) The District shall notify the Association, in writing, of all employment offers made to academic employees on recall and the final outcome of such offers.

(g) Upon the request of an academic employee laid off for reasons of this policy, the President shall write a letter stating: (1) the reasons for said layoff, (2) the qualifications of the affected academic employee, and (3) any other pertinent information which may be of assistance in securing another employment position.

Section 7. A faculty member notified of reduction in force who chooses not to have a formal hearing as defined herein shall be guaranteed fifty (50) contractual days or pay in lieu thereof commencing at the day notification was received from the President.